

**Exhibit B**

[GOODMAN NETWORKS INC. LETTERHEAD]

CONFIDENTIAL SETTLEMENT PROPOSAL

August 24, 2022

Via E-Mail

UMB Bank, National Association, as Trustee

Re: Goodman Networks Incorporated, a Texas corporation (the "**Issuer**"), 8.0% Senior Secured Notes due 2022 (the "**Notes**") issued pursuant to that certain Indenture, dated as of May 31, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Indenture**"), by and among the Issuer, UMB Bank, National Association, a national banking association, as trustee (the "**Trustee**") and U.S. Bank National Association, a national banking association, as collateral agent (the "**Collateral Agent**").

Dear Trustee:

Goodman Networks Incorporated, in its capacity as Issuer of the Notes, is making the following confidential proposal (the "**Proposal**") to serve as a framework for the payment in full of the outstanding Notes, with an aggregate principal balance of \$18,018,573.00 (the "**Outstanding Principal Balance**"). If the Proposal is accepted by the Trustee and related parties, the expectation is that the parties will work to document the substantive terms of the Proposal in accordance with customary documentation and delivery of required notifications (the "**Definitive Documentation**") on or before September 15, 2022. This Proposal is valid until **August 31, 2022** and Issuer reserves the right at any time to withdraw the terms until the Definitive Documentation reflecting the terms of the Proposal is fully executed and delivered by all parties. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Indenture. The terms and provisions contained herein shall be kept confidential.

**Proposed Payment Terms**

**Outstanding Principal Balance:** As of May 31, 2022 (the "**Maturity Date**") the Outstanding Principal Balance of the Notes is \$18,018,573.00.

**Interest Accrued to Maturity Date:** As of the Maturity Date, the accrued and unpaid interest in the Outstanding Principal Balance is \$\_\_\_\_\_.

**Proposed Payment Terms:** Issuer proposes to pay \$0.42 per each dollar of the Outstanding Principal Balance (aggregate principal payment will be \$7,567,800.66), including the Interest Accrued to Maturity Date, payable pro rata.

**Payment Date:** 30-days after the date the Definitive Documentation is executed and delivered.

**Condition Precedent:** All Holders shall approve the Proposal reflected in the Definitive Documentation.

**Releases, Term and Other Considerations**



**Release of Claims:** Each party shall receive a full release of any and all claims from each other party.

**Expenses:** Issuer shall pay all reasonable and direct out of pocket expenses of the Trustee and the Collateral Agent incurred in connection with the Proposal and the preparation, execution, delivery and administration of the Definitive Documentation (including the reasonable fees, disbursements and other charges of counsel, consultant fees, and other reasonable expenses). If the Proposal closes, Issuer shall pay all such expenses upon execution and delivery of the Definitive Documentation.

The terms and conditions contained herein do not purport to contain all of the terms and conditions for the Proposal. This term sheet has been prepared for the sole purpose of providing a preliminary framework upon which documentation for a Proposal would be structured. Under no circumstances should the terms and conditions contained herein constitute or be deemed to constitute a legally binding commitment on the part of the Trustee or any of its affiliates, nor shall they be construed as an offer or undertaking by the Trustee to issue, arrange or negotiate the Proposal or any Definitive Documentation, or any commitment, offer, undertaking or agreement of any kind. The Proposal, is subject to the acceptance by the Trustee, in its sole discretion, and the execution and delivery of documentation satisfactory in form and substance to the Trustee and its legal counsel. Trustee fully reserves the right, in its sole and absolute discretion, to modify the terms and conditions herein or to withdraw any of the terms and conditions herein.

This Proposal may be executed in any number of counterparts and by facsimile and other electronic means including .pdf, each of which shall be deemed an original; and all such counterparts shall constitute but one and the same instrument.

**This Proposal shall expire at 5:00 p.m. EST on August 31, 2022 if, on or prior to such date and time, the Issuer has not received a copy of this proposed term sheet signed by the Trustee.**

Sincerely,

GOODMAN NETWORKS INCORPORATED

By: 

Name: Jonathan Goodman

Title: Consulting Representative

Agreed and accepted on this \_\_\_\_\_ day of August, 2022.

**TRUSTEE:**

UMB BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_